



INTERAGENCY AGREEMENT
Between
WASHINGTON STATE PARKS AND RECREATION COMMISSION
And
EASTERN WASHINGTON UNIVERSITY
Columbia Hills State Park – Cultural Resource Investigation
AGREEMENT# IA 507-015



THIS AGREEMENT is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "PARKS," and Eastern Washington University hereinafter referred to as the "UNIVERSITY".

IT IS THE PURPOSE OF THIS AGREEMENT to provide the professional expertise that does not exist within the limited staff availability of PARKS and that the UNIVERSITY can perform on a mutually beneficial basis.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The UNIVERSITY shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Attachment "A"** attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on the date signed by PARKS, and be completed according to the schedule provided in Attachment "A", Scope of Work. This contract will automatically expire on June 30, 2007, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **One Hundred Twenty-One Thousand, Eight Hundred Sixty, and 87/100ths Dollars (\$121,860.87)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the budget as shown in Attachment "A" which is attached hereto and incorporated herein.

BILLING PROCEDURE

The UNIVERSITY shall submit invoices no more often than monthly. Payment to the UNIVERSITY for approved and completed work will be made by warrant or account transfer by PARKS within 30

days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by PARKS. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

AGREEMENT ALTERATIONS AND AMENDMENTS

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

PROJECT MANAGEMENT

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for UNIVERSITY is: Dr. Stan Gough, Director, EWU Archaeology and Historical Services, (509) 359-2239.

The Project Representative for PARKS is: Mark Schulz, Environmental Specialist 4, (509) 662-0418

IN WITNESS WHEREOF, the parties have executed this Agreement.

Washington State Parks and
Recreation Commission

**Eastern
Washington University**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM ONLY:

CHRISTINE O. GREGOIRE

ATTORNEY GENERAL

By: Mark Schumock /s/ 02/05

Assistant Attorney General

ATTACHMENT A SCOPE OF WORK

Introduction

The Washington State Parks and Recreation Commission (State Parks) proposes to undertake a park improvement project at Columbia Hills State Park. Proposed improvements include replacing an existing comfort station and drainfield. Facilities will be designed to be compliant with the Americans with Disabilities Act (ADA).

Columbia Hills State Park (formerly Horsethief Lake State Park) is an area of rich cultural significance and numerous cultural resources sites. The entire Park is designated site 45KL267H and is listed in the National Register of Historic Places (NRHP). More than 22 sites have been assigned trinomials and other sites and resources are known in adjacent areas (Wilke et al. 1983:193-205). One challenge for the proposed park improvements is to avoid or minimize impacts to cultural resources. Therefore, phased cultural resources investigations are proposed as described in the project Scope of Work (State Parks 2005) and below.

Investigations

Phase 1

Phase 1 tasks are related to cultural resources identification within the proposed project Area of Potential Effect (APE) and evaluation of identified resources for eligibility for listing in the NRHP. The nine identified tasks are (State Parks 2005):

- 1.1 AHS will coordinate by fax, telephone, mail, and e-mail with the Washington State Parks and Recreation Commission (State Parks), Corps of Engineers (Corps), the Washington State Department of Archaeology and Historic Preservation (DAHP), USDA Forest Service (FS), and interested Indian Tribes (Tribes); as necessary.
- 1.2 AHS will conduct a comprehensive archaeological resources literature review and records search for the project area. This task assumes two (2) days of records searching (including travel) at the Corps Portland District archives and two (2) days of records searching (including travel) at DAHP and State Parks' headquarters, both in Olympia, Washington.
- 1.3 AHS personnel will attend up to six (6) interagency agency meetings, including Section 106 National Preservation Act (NHPA) (36 CFR Part 800) consultation meetings with interested tribes/consulting parties. This task assumes two (2) meetings at Horsethief Lake, (2) meetings at the Corps Portland District Office, and two (2) meetings with cultural committee staff with interested tribes in Washington and/or Oregon. On-site meetings shall be combined with fieldwork tasks whenever possible.
- 1.4 AHS will complete a draft and final Archaeological Resource Protection Act (ARPA) permit application for submission to the Corps and DAHP for initial testing within the APE, as approved by the Washington State Historic Preservation Officer (SHPO).

- 1.5 AHS personnel will conduct a pedestrian survey and shovel testing within the proposed project APE. This task assumes up to three (3) days of fieldwork (including travel). Note: the possibility exists that human remains (historic or prehistoric) may be discovered during fieldwork for this project. The Corps and State Parks will provide protocols for the discovery of human remains, in consultation with interested tribes and the SHPO.
- 1.6 AHS personnel will excavate three (3) to five (5) 1 x 1 m test units within the footprint of the proposed project excavation area to evaluate the presence and nature of buried archaeological deposits. This task assumes up to five (5) days of fieldwork (including travel).
- 1.7 AHS will complete (or update) HRHP Determination of Eligibility form(s) for any historic properties within the APE. All identified archaeological sites will be documented using the Washington Archaeological Site Inventory Form.
- 1.8 AHS will provide technical reviews and comments on draft project plans (drawings) to assist with the development of mitigation measure to avoid any adverse impacts to identified historic properties. This task assumes review and comment on 25%, 50%, 75%, and 90% drawings, up to ten (10) to twenty (2) sheets each.
- 1.9 AHS will prepare draft and final archaeological reports. Reporting guidelines will follow those established by the DAHP and outlined in the Scope of Work (State Parks 2005).

Deliverables and Schedule, Phase 1

1. Draft and Final ARPA permit application. Final due by September 30, 2005 or within twenty (20) days of receipt of the Notice to Proceed for this agreement.
2. Draft and Final DOE(s). Final due by February 28, 2006.
3. Draft and Final Archaeological Survey Report. Twenty (20) copies of final report shall be provided to State Parks. Final due by January 31, 2006.

Phase 2

The nine Phase 2 tasks are related to investigations in the event that proposed park improvements will effect a NRHP eligible property. The tasks are (State Parks 2005):

- 1.10 AHS will coordinate by fax, telephone, mail, and e-mail with State Parks, Corps, DAHP, FS, and interested Tribes; as appropriate and as necessary.
- 1.11 AHS personnel will prepare a draft and final Archaeological Treatment Plan describing the range of treatment options in the event that intact archaeological deposits are present and adverse impacts cannot be avoided.
- 1.12 AHS will complete a draft and final ARPA permit application for submission to the Corps and DAHP for data recovery investigations.

- 1.13 AHS personnel will provide technical advice and recommendations to State Parks during development of a Memorandum of Agreement (MOA) negotiated under provisions of the NHPA and Government to Government Consultation (Executive Order 13175). This task assumes review and comment on three (3) to five (5) drafts of the MOA.
- 1.14 AHS will conduct data recovery excavations prior to construction. This task assumes that up to eight (8) 1 meter x 1 meter data recovery units will be excavated.
- 1.15 AHS will provide archaeological monitoring during construction. This task assumes up to ten (10) days of monitoring (including travel), phased over several weeks of construction.
- 1.16 AHS will prepare a draft and final archaeological data recovery report (Report of Findings) resulting from completion of the Archaeological Treatment Plan describing project research objectives, methods, and findings. Reporting shall follow those guidelines established by DAHP.
- 1.17 AHS will prepare a draft and final construction monitoring report.
- 1.18 AHS will prepare a draft and final popular summary (10 pages or less) in non-technical prose suitable for the general public and media. Based on the results of the data recovery, AHS will provide one public presentation in the local community within 6 months of the completion of data recovery and one presentation at the next available Northwest Anthropological Conference.

Deliverables and Schedule, Phase 2

1. Draft and Final Archaeological Treatment Plan. Twenty (20) copies of final plan shall be provided to State Parks. Final due by July 31, 2006.
2. Draft and Final ARPA permit application. Final due by August 31, 2006.
3. Draft and Final Report of Findings. Twenty (20) copies of final report shall be provided to State Parks. Final due by December 31, 2006.
4. Draft and Final Construction Monitoring Report. Twenty (20) copies of final report shall be provided to State Parks. Final due by December 31, 2006.
5. Draft and Final Popular Summary of Archaeological Findings. Ten (10) copies of the final summary shall be provided to State Parks. Final due by December 31, 2006.

Cost Proposal

Proposed phase 1 and 2 costs are summarized on the following page:

Phase 1	
Task 1.1 Coordination	\$2,595.17
Task 1.2 Literature and records review	\$2,562.81
Task 1.3 Consultation meetings	\$8,136.65
Task 1.4 ARPA permit preparation	\$2,380.75
Task 1.5 Survey and shovel testing	\$5,527.79
Task 1.6 Evaluative test excavations	\$15,643.02
Task 1.7 DOE and site form completion	\$1,632.76
Task 1.8 Technical plan review	\$2,595.17
Task 1.9 Survey and test report preparation	\$11,092.88
Subtotal	\$52,167.00
Phase 2	
Task 1.10 Coordination	\$2,595.17
Task 1.11 Treatment Plan preparation	\$4,545.87
Task 1.12 ARHA permit preparation	\$2,506.43
Task 1.13 MOA technical assistance	\$2,429.47
Task 1.14 Data recovery excavations	\$24,892.56
Task 1.15 Construction monitoring	\$10,515.58
Task 1.16 Data recovery report preparation	\$12,430.43
Task 1.17 Monitoring report preparation	\$2,763.91
Task 1.18 Popular summary preparation	\$7,005.45
Subtotal	\$69,693.87
Total	\$121,860.87

References Cited

State Parks

2005 Columbia Hills State Park Proposed Restroom Replacement Project Draft Scope of Work. Manuscript on file Washington State Parks and Recreation Commission, Olympia.

Wilke, Steve, Rinita Dalan, James Wilde, Karen James, Robert Weaver, and David Harvey
1983 *Cultural Resources Overview and Survey of Select Parcels in The Dalles Reservoir, Oregon and Washington*. Geo-Recon International, Seattle.

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END SCOPE OF WORK